

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	}	
JULIE ANNE STAMPS	}	
2620 NEW SALEM HIGHWAY, APT R306	}	Case No. 3:21-bk-02597
MURFREESBORO, TN 37128	}	Chapter 13
SSN: xxx-xx-2454	}	Judge Charles M. Walker
	}	
Debtors.	}	

**THE DEADLINE FOR FILING A TIMELY RESPONSE IS:** November 03, 2021  
**IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE:** Wednesday, November 17, 2021 at 8:30  
a.m. in Courtroom One, Second Floor, 701 Broadway, The Customs House, Nashville, TN 37203

**NOTICE OF MOTION TO EMPLOY PROFESSIONAL**

The Debtor has asked the Court for the following relief: permission to employ attorney.

**YOUR RIGHTS MAY BE AFFECTED. IF YOU DO NOT FILE A TIMELY RESPONSE TO THIS MOTION THEN YOUR SILENCE SHALL BE DEEMED ACCEPTANCE OF THE RELIEF REQUESTED HEREIN.**

If you do not want the court to grant the attached motion, or if you want the court to consider your views on the motion, then on or before November 03, 2021 you or your attorney must:

1. File with the court your written response or objection explaining your position at:

By Mail: U.S. Bankruptcy Court, 701 Broadway, Room 170, Nashville, TN 37203  
In Person: U.S. Bankruptcy Court, 701 Broadway, Room 170, Nashville, TN 37203  
(Monday- Friday, 8:00 a.m. – 4:00 p.m.)

2. Your responses must state that the deadline for filing responses: **November 03, 2021** the date of the scheduled hearing is: **November 17, 2021** and the motion to which you are responding is: MOTION TO EMPLOY PROFESSIONAL AND NOTICE THEREOF

If you want a file stamped copy returned, you must include an extra copy and a self-addressed, stamped envelope.

3. You must also mail a copy of your response to:

Flexer Law, PLLC, 1900 Church Street, Suite 400, Nashville, TN 37203, and see Certificate of Service for additional parties to serve (attached hereto)

If a timely response is filed, the hearing will be held at the time and place indicated above. ***THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.*** You may check whether a timely response has been

filed by calling the Clerk's office at 615-736-5584 or viewing the case on the Court's web site at [www.tnmb.uscourts.gov](http://www.tnmb.uscourts.gov). If you received this notice by mail, you may have three additional days in which to file a timely response under Rule 9006(f) of the Federal Rules of Bankruptcy Procedure.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting relief.

Date: 10/13/2021

Signature: /s/ Daniel T. Castagna

Name: Flexer Law, PLLC

Address: 1900 Church Street, Suite 400, Nashville, TN 37203

Email: [cm-ecf@jamesflexerconsumerlaw.com](mailto:cm-ecf@jamesflexerconsumerlaw.com)

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FOR THE MIDDLE DISTRICT OF TENNESSEE

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JULIE ANNE STAMPS	}	
2620 NEW SALEM HIGHWAY, APT R306	}	Case No. 3:21-bk-02597
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SSN: xxx-xx-2454	}	Judge Charles M. Walker
	}	
Debtors.	}	

**MOTION TO EMPLOY PROFESSIONAL AND NOTICE THEREOF**

COMES NOW, the undersigned counsel, and respectfully requests this Court to authorize approval of the employment of Heather Collins with the Collins & Hunter, PLLC to serve and represent the Debtor's estate as special counsel with respect only to a pre-petition EEOC lawsuit (hereinafter "the Claim"), against the Debtor's employer, The Lampo Group , and shows to this Honorable Court as follows:

**1.**

The Debtor filed a Chapter 13 Petition with the United States Bankruptcy Court for the Middle District of Tennessee on August 25, 2021.

**2.**

On or about January 12, 2021, the Debtor hired **Collins & Hunter PLLC** to represent her with respect to the Claim. The claim is predicated upon an EEOC lawsuit against the Debtor's former employer which occurred on June 17, 2020 and the charge against the employer was filed on July 12, 2020. The party entered into an agreement, in which Collins & Hunter PLLC would receive as compensation 40% plus costs incurred as a result of any settlement

received or judgment reached by trial. Additionally, the parties agreed that Collins & Hunter, PLLC can elect to be compensated in one of the following manners:

- (a) Fifty percent of the total recovery (including attorney's fees) obtained on behalf of the Debtor plus expenses, if resolved less than 45 days before the trial date: or
- (b) Any amount specifically designated as attorney's fees, calculated at our prevailing hourly rates, plus costs.

A copy of the retainer agreement between the parties is attached hereto and incorporated herein as **Exhibit "A"**.

**3.**

The Debtor desires to employ as Special Counsel, Heather Collins, an associate with Collins & Hunter PLLC, as attorney duly admitted to practice for the express purpose of representing the Debtor in matters relating to the claim against her former employer.

**4.**

The professional services that Heather Collins is to render include, but are not limited to: a) Providing the Debtor with legal services regarding the Debtor's pre-petition EEOC lawsuit; b) Ordering all relevant records, c) Preparing on behalf of the Debtor the necessary applications, answers, orders and other legal papers pursuant to the matter; and d) Performing all other legal services for Debtor which may be reasonably necessary.

**5.**

The Debtor has selected Heather Collins with Collins & Hunter, PLLC because she has considerable experience in matters of this nature and the Applicant believes that she is well qualified to represent the Debtor in this area.

6.

The Debtor desires to employ Heather Collins, under a general contract for service because of her extensive legal experience, with all compensation paid to Heather Collins with Collins & Hunter, PLLC, subject to approval by this Court. The Motion to Approve has yet to be filed regarding the settlement because a settlement has not been reached.

7.

To the best of the Debtor's knowledge, Heather Collins has no connection with the Debtor, any creditor or any other party in interest herein, their respective attorneys and/or accountants, the United States Trustee, the Chapter 13 Trustee, or any person employed in the office of the Chapter 13 Trustee, and represents no interest adverse to the Debtor with respect to any matter on which said Heather Collins is to be employed by the Debtor. Attached hereto as **Exhibit "B"** is an affidavit of attorney, Heather Collins and statement of disinterestedness in support of this motion.

WHEREFORE, the Debtor prays that the Debtor be authorized to employ and appoint Heather Collins to represent the Debtor and the above-entitled bankruptcy estate in connection with the above referenced pre-petition EEOC lawsuit and have such other and further relief as is just.

Respectfully submitted,

/s/ Daniel T. Castagna

Daniel T. Castagna, BPR #022721

Attorney for Debtor

Flexer Law, PLLC

1900 Church Street, Suite 400

Nashville, TN 37203

(615) 255-2893

fax: (615) 242 8849

[cm-ecf@jamesflexerconsumerlaw.com](mailto:cm-ecf@jamesflexerconsumerlaw.com)

# **DRAFT**

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	}	
JULIE ANNE STAMPS	}	
2620 NEW SALEM HIGHWAY, APT R306	}	Case No. 3:21-bk-02597
MURFREESBORO, TN 37128	}	Chapter 13
SSN: xxx-xx-2454	}	Judge Charles M. Walker
	}	
Debtors.	}	

### **PROPOSED ORDER GRANTING MOTION TO EMPLOY PROFESSIONAL**

It appears to the United States Bankruptcy Court for the Middle District of Tennessee that the Debtor filed a Motion to Employ Professional and notice of said motion has been given pursuant to L.B.R. 9013-1 to all parties in interest. It further appears to the Court that twenty-one (21) days have elapsed since the date of service of the motion and no responses have been forthcoming from any party in interest.

It is therefore ORDERED as follows:

The Debtor shall be allowed to employ Heather Collins with Collins & Hunter, PLLC to represent her in a pre-petition EEOC lawsuit.

IT IS SO ORDERED.

*This order was electronically signed and entered as indicated at the top of the first page*

APPROVED FOR ENTRY:

/s/ Daniel T. Castagna

Daniel T. Castagna, BPR #022721

Attorney for Debtor

Flexer Law, PLLC

1900 Church Street, Suite 400

Nashville, TN 37203

(615) 255-2893

fax: (615) 242 8849

[cm-ecf@jamesflexerconsumerlaw.com](mailto:cm-ecf@jamesflexerconsumerlaw.com)



**CERTIFICATE OF SERVICE**

I certify that, on October 13, 2021, I furnished a true and correct copy of the foregoing to the following parties in interest:

Henry E. Hildebrand, III  
Chapter 13 Trustee  
P.O. Box 340019  
Nashville, TN 37203-0019

Electronic

Tim Niarhos, U.S. Trustee  
318 Customs House, 701 Broadway  
Nashville, TN 37203

Electronic

Julie Anne Stamps  
2620 New Salem Highway, Apt R306  
Murfreesboro, TN 37128

U.S. Mail First Class

Collins & Hunter, PLLC  
c/o Heather Collins  
7000 Executive Center Drive, Suite 320  
Brentwood, TN 37027

U.S. Mail First Class  
Email: [Erica@collinshunter.com](mailto:Erica@collinshunter.com)

Synchrony Bank  
C/O Pra Receivables Management, LLC  
Po Box 41021  
Norfolk, VA 23541

U.S. Mail First Class

I have sent 24 notices. I have mailed 22 notices via U.S. mail first class.

/s/ Daniel T. Castagna  
Daniel T. Castagna

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**Caine & Weiner**

Attn: Bankruptcy 5805 Sepulveda Blvd Sherman Oaks CA 91411

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**Capital One**

Attn: Bankruptcy PO Box 30285 Salt Lake City UT 84130

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**Comenity Bank/Victoria Secret**

Attn: Bankruptcy PO Box 182125 Columbus OH 43218

---

**CREDIT NINJA**

27 NORTH WACKER DRIVE, SUITE 404 Chicago IL 60606

---

**Credit One Bank**

Attn: Bankruptcy Department PO Box 98873 Las Vegas NV 89193

---

**Department of Education/Nelnet**

Attn: Bankruptcy PO Box 82561 Lincoln NE 68501

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**Jefferson Capital Systems, LLC**

Attn: Bankruptcy 16 McLeland Road Saint Cloud MN 56303

---

**Kohls/Capital One**

Attn: Credit Administrator PO Box 3043 Milwaukee WI 53201

---

**LABCORP**

PO BOX 2240 Burlington NC 27216-2240

---

**MINTO MONEY**

PO BOX 58112 Minto AK 99758

---

**MMC**

1004 NORTH HIGHLAND AVE Murfreesboro TN 37130

---

**MONEY KEY**

3422 OLD CAPITAL TRAIL SUITE 1613 Wilmington DE 19808

---

**PATRICIA STAMPS**

2086B MEMORIAL DRIVE Clarksville TN 37043

---

**PRA Receivables Management, LLC**

PO Box 41021 Norfolk, VA 23541

---

**SPEEDY CASH**

8400 E 32nd St N Wichita KS 67226

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**Speedy/Rapid Cash**

P.O. Box 780408 Wichita, KS 67278

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**Synchrony/PayPal Credit**

Attn: Bankruptcy PO Box 965060 Orlando FL 32896

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**US DEPARTMENT OF EDUCATION C/O NELNET**

121 S 13TH ST SUITE 201 LINCOLN, NE 68508

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**USAA Federal Savings Bank**

Attn: Bankruptcy 10750 McDermott Freeway San Antonio TX 78288

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# EXHIBIT A



### **RETAINER AGREEMENT**

Collins & Hunter, PLLC (referred hereinafter as “Counsel”) has agreed to represent you in connection with claims arising out of your employment. Specifically, we have agreed to investigate and file an EEOC charge, as appropriate, and if mutually agreeable, provide representation in a lawsuit involving claims of employment discrimination and/or retaliation under federal and state laws (“Claims”), as well as any other claims that Counsel deems appropriate for you.

In the event that no recovery is obtained on your behalf, you are not obligated to pay us any attorney’s fees. Through litigation or settlement of this matter, we will attempt to recover our attorney’s fees and costs over and above any amount we may recover for you, as the employment statutes allow for the payment of attorney’s fees to the prevailing party. However, at our option, we shall be entitled to and may accept the higher of any one of the following as the basis on which to calculate our fees:

(1) forty percent of the total recovery (including attorney’s fees) obtained on your behalf, plus expenses, if resolved 45 days or more before the trial date; or

(2) fifty percent of the total recovery (including attorney’s fees) obtained on your behalf, plus expenses, if resolved less than 45 days before the trial date; or

(3) any amount specifically designated as attorney’s fees, calculated at our prevailing hourly rates, plus costs;

In any event, we will ensure that any fee we receive is appropriate under the Rules of Professional Responsibility. Counsel’s current prevailing hourly rates in the state of Tennessee are as follows, and subject to annual adjustment in January of each year: Heather M. Collins and Anne Hunter \$425.00, other Associate or attorney time \$175.00-350.00, Law Clerks/Legal Assistant \$95.00.

You specifically agree that you will remain responsible for all costs/expenses incurred on your behalf, whether or not a recovery is obtained. Counsel may require that you provide a refundable cost retainer or reimbursement for costs at any time. The expenses include, but are not limited to, court filing fees, process server fees, investigation fees, expert witness fees, duplication costs, postage, messenger service, express mail services, travel, parking, facsimile transmission, long distance telephone, and all other costs necessary to the performance of the legal representation, and are your responsibility regardless of the outcome.

7000 Executive Center Drive, Suite 320 · Brentwood, Tennessee 37027  
615.724.1996 · 615.691.7019 fax  
www.collinshunter.com

If any fee dispute arises which cannot be resolved between us, we will submit the dispute to mediation first. If mediation proves unsuccessful, we agree that in the event of litigation costs and reasonable attorney's fees will be awarded to the prevailing party. Any such proceedings shall be subject to and governed by the laws of the state of Tennessee.

You agree that counsel may review any and all files and records, wherever situated, as necessary for the preparation of your case, and you will provide any necessary authorizations. You will make yourself available as necessary to assist in the preparation and presentation of the Claims. You agree to cooperate fully and in all respects with Counsel's efforts to resolve the Claims and present the Claims. Counsel has not promised or guaranteed that a resolution will be possible. You also agree to notify us of any change in circumstance such as address and/or phone number.

In the event Client discontinues the case or dismisses Attorney, or the Attorney withdraws, Client agrees to pay Attorney a reasonable fee for the work performed by Attorney to that time. Client further agrees that all money recovered by Client will be held in escrow by the party obligated to make payment or by Client's new counsel, if any, pending resolution of any disputes over the amounts owed Attorney. Client further agrees to authorize the party obligated to make payment, to disburse the attorneys' fees due Attorney, directly to Attorney.

It is agreed that Counsel may associate or retain additional attorneys to assist in this matter provided that such association or retention does not change the Client's obligations provided under this agreement. Co-representation of you will not change nor increase your financial obligations in the matter. You agree to also cooperate with any co-counsel with respect to providing them information and assisting them as needed to advance your case.

This retainer only contemplates representation in litigation for the claims stated herein. Such representation does not include appeals or post judgment motion practice or enforcement.

After you have carefully read this letter, please advise me if you have any questions. If you agree that this letter accurately reflects the terms of understanding, please sign below and return the original to this office. A signed copy of this letter is provided for your records.

Thank you for giving us the opportunity to represent you.

Warm regards,

Collins & Hunter, PLLC

READ AND APPROVED



\_\_\_\_\_  
CLIENT (signature)

Julie Anne Stamps

\_\_\_\_\_  
CLIENT (print name)

01 / 12 / 2021

\_\_\_\_\_  
Date

7000 Executive Center Drive, Suite 320 · Brentwood, Tennessee 37027  
615.724.1996 · 615.691.7019 fax  
www.collinshunter.com

<b>TITLE</b>	Hello
<b>FILE NAME</b>	RackMultipart20201014-14-1sselsv.pdf
<b>DOCUMENT ID</b>	28631038c4620ee9bacd8fe7f532278d83982f95
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Completed

This document was requested on collinshunter.cliogrow.com and signed on collinshunter.cliogrow.com

## Document History



SENT

01 / 12 / 2021

15:40:46 UTC

Sent for signature to JulieAnne Stamps  
(jastamps0209@gmail.com) from erica@collinshunter.com  
IP: 76.114.93.86



VIEWED

01 / 12 / 2021

15:57:54 UTC

Viewed by JulieAnne Stamps (jastamps0209@gmail.com)  
IP: 68.34.216.172



SIGNED

01 / 12 / 2021

16:05:52 UTC

Signed by JulieAnne Stamps (jastamps0209@gmail.com)  
IP: 68.34.216.172



COMPLETED

01 / 12 / 2021

16:05:52 UTC

The document has been completed.

# EXHIBIT B

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	}	
JULIE ANNE STAMPS	}	
2620 NEW SALEM HIGHWAY, APT R306	}	Case No. 3:21-bk-02597
MURFREESBORO, TN 37128	}	Chapter 13
SSN: xxx-xx-2454	}	Judge Charles M. Walker
	}	
Debtor.	}	

**AFFIDAVIT AND STATEMENT OF DISINTERESTEDNESS**  
**OF ATTORNEY HEATHER COLLINS**  
**IN SUPPORT OF MOTION TO EMPLOY PROFESSIONAL**

I, Heather Collins, having duly been sworn would state the following:

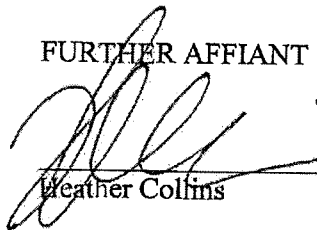
1. I am an attorney licensed to practice in the State of TN. I have been licensed since 2002 (Florida), 2007 (Tennessee)
2. I graduated from University of Northern Alabama with a Bachelor of Science degree.
3. I graduated from Florida Coastal School of Law in December 2001.
4. I have 19 years of experience as an attorney.
5. I practice law in the area of Employment Law.
6. I work at Collins & Hunter, PLLC, located in Brentwood, TN.
7. Julie Stamps hired me specifically to represent her in a EEOC lawsuit against her former employer, The Lampo Group, and agreed to compensate me, by paying me 40% plus costs of any settlement received.



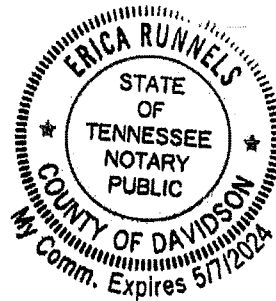
**STATEMENT OF DISINTERESTEDNESS**

I, Heather Collins, having been duly sworn, would state under oath that I do not hold or represent an interest adverse to the estate of Julie Stamps under case number **3:21-bk-02597** currently pending in the United States Bankruptcy Court for the Middle District of Tennessee.

FURTHER AFFIANT SAITH NOT.

  
Heather Collins

STATE OF TN }  
COUNTY OF Davidson }



Sworn before me on this 5<sup>th</sup> day  
of October, 2021.

  
NOTARY PUBLIC AT LARGE

My Commission Expires: 5/7/2024